

STATE OF SOUTH CAROLINA)

SPECIAL REFEREE'S DEED

COUNTY OF GREENWOOD)

LAST TITLEHOLDER: Gayle D. Runyon and Shay D. Camp

TO ALL WHOM THESE PRESENTS SHALL COME:

I, Curtis G. Clark., Special Referee for Greenwood County, SEND GREETINGS:

WHEREAS, First Citizens Bank and Trust Company, Inc., on or about the 26th Day of October, 2010, exhibited its Summons and Complaint in the Court of Common Pleas, in the county aforesaid, against

Gayle D. Runyon and Shay D. Camp, et al.
C.A. No.: 2010-CP-24-01415

201200000217
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
01-12-2012 11:02 am.
REC FEE: 10.00
EXEMPT

demanding judgment in relation to the real estate hereinafter mentioned and described; and the cause being at issue, came to be heard on the June 26, 2011, and such proceedings were had therein as resulted in a judgment of said Court, whereby it was adjudged and decreed that the said real estate hereinafter mentioned and described be sold by the Special Referee, in and for the County aforesaid on the terms and for the purposes mentioned in the said judgment as by reference thereto on file in said Court, will appear; and the said Special Referee, after having duly advertised the said real estate for sale by public outcry on the 1st day of August, 2011, did openly and publicly, and according to the custom of auctions, sell and dispose of the same unto

First Citizens Bank and Trust Company, Inc.
Post Office Box 29
Columbia, South Carolina 29202

Instrument Book Page
201200000217 1292 45

for the sum of Seven Thousand Six Hundred Fifty and no/100ths (\$7,650.00) Dollars, being at that price the highest bidder therefore,

NOW, THEREFORE, Know by all men by these Presents, that I,

CURTIS G. CLARK, SPECIAL REFEREE

In and for the County of Greenwood, in consideration of the sum of Seven Thousand Six Hundred Fifty and No/100ths (\$7,650.00) Dollars, to be paid by the said First Citizens Bank and Trust, Inc., the receipt of which is hereby acknowledged, HAVE GRANTED, bargained sold and released, and by these presents DO GRANT, bargain, sell and release unto the grantee, First Citizens Bank and Trust Company, Inc.:

See Exhibit "A" for legal description.

EXHIBIT "A"

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenwood, State of South Carolina, being shown and designated as Lots 159 and 160 of Eagle's Harbor Subdivision, containing 2.48 acres, more or less, and more accurately shown on plat by Newby-Proctor & Assoc., Land Surveyors, dated October 19, 1998 and recorded in the Office of the Clerk of Court for Greenwood County on September 13, 2000 in Plat Book 113 at Page 84 and incorporated herein by reference and subject to the Declaration of Restrictive Covenants, Conditions, and Restrictions of Eagle's Harbor Subdivision.

DERIVATION: This is the identical property conveyed by Deed of Southeastern Land Sales, Inc. to Shay D. Camp and Gayle D. Runyon dated June 30, 2003 and recorded in the Office of the Clerk of Court for Greenwood County on August 1, 2003 in Deed Book 797 at Page 71.

Greenwood County Tax Map No. 6950-256-860

Property Address: 980 Eagles Harbor Drive, Hodges, SC

Subject to assessments, Greenwood County taxes, existing easements, easements, and restrictions of record, and other senior encumbrances.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said premises belonging, or in anywise incident or appertaining, and all the estate, right, title, claim, and interest whatsoever, of the parties to the cause aforesaid, and of each of them, in and to the same, and all other persons rightfully claiming, from, under, or by these or any of them.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned, unto the said First Citizens Bank and Trust, Inc., its successors and assigns forever.

IN WITNESS THEREOF, I, Curtis G. Clark, the undersigned, as Special Referee for Greenwood County, under and by virtue of the aforesaid Decree, have hereunto set my Hand and Seal the 22nd day of November in the year of our Lord Two Thousand Eleven.

SIGNED, SEALED AND DELIVERED)

In the presence of:)

Jili Kath Womack)

Mary Katherine Clark)

Curtis G. Clark

Curtis G. Clark

Special Referee for Greenwood County

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw Curtis G. Clark, as Special Referee for Greenwood County, sign, seal and deliver the within Deed; and that deponent, together with the other witness signed their names as witnesses thereto.

Mary Katherine Clark

SWORN to and subscribed before me
this 22nd day of November, 2011.

Jili Kath Womack

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3/25/2019

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is designated as Lots No. 159 and 160 OF Eagle's Harbor Subdivision, on a survey dated October 19, 1998, and recorded in Plat Book 113 at Page 84, in the Office of the Register of Deeds for Greenwood County, Greenwood County Tax Map No6950-256-860 and was transferred via Special Referee's Deed to First Citizens Bank and Trust Company, Inc., on November 22, 2011.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fees as a transfer for consideration paid or to be paid in money or money=s worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit): Transferring realty subject to a mortgage to the mortgagee by deed pursuant to foreclosure proceedings.

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If answer is Yes, the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Foreclosing Attorney.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

David R. Price, Jr.

SWORN to before me this 16th
day of December 2011.

Kathy M. Brenn
Notary Public for South Carolina
My Commission Expires: 4-11-17

Except as provided in this paragraph, the term Avalue@ means Athe consideration paid or to be paid in money or money=s worth for the realty.@ Consideration paid or to be paid in money=s worth includes, but is not limited to, other property, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money=s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty=s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee=s interest in the partnership or trust. A Afamily partnership@ is a partnership whose partners are all members of the same family. A Afamily trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. AFamily@ means the grantor and the grantor=s spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A Acharitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed; and
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent=s principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.